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Agreement to extend Time of Payment—Consideration.—An agreement by the principal to continue to pay the same rate of interest specified in a promissory note, though greater than the legal rate, is not a sufficient consideration to sustain a promise to extend the time of payment, and an extension upon such consideration, without the knowledge or consent of the surety, does not discharge the surety. *Pierce v. Goldsberry*, 31 Ind. 52, asserting a contrary doctrine, is overruled: *Abel v. Alexander*, 45 Ind.

The acceptance from the principal, by the creditor, of interest in advance is a sufficient consideration for a promise of forbearance for the time for which interest is so paid, and such agreement discharges the surety if made without his consent: *Id.*

An agreement to extend the time of payment "to the summer" of a given year means until the first day of the first summer month, June; and an agreement to extend the time "until the fall" means to the 1st day of September. Courts take judicial notice of the seasons and of the general course of agriculture: *Id.*

TAX SALE. See *Title*.

TITLE.

Cloud upon—Tax-deed—Jurisdiction in Chancery—Equity will entertain, in behalf of a party in possession of land, a bill to remove a cloud upon his title, occasioned by an invalid tax sale and a deed thereunder. Such jurisdiction will also be entertained in behalf of the owner when the lands are vacant and unoccupied: *Barnard v. Hoyt*, 63 Ill.

VENDOR AND PURCHASER.

Failure of Consideration—Paramount Title Outstanding but not Asserted.—A purchaser of land receiving a deed with covenants of title, and giving his promissory notes therefor, cannot avoid their payment on the ground that the vendor had no title, the possession of the vendee having remained undisturbed, and the paramount title not having been asserted: *Buckles et al. v. Northern Bank of Kentucky*, 63 Ill.

WARRANTY. See *Sale*.

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PRICE.—Treatise on the Doctrine of Ultra Vires. By SEWARD PRICE, M. A., LL.D. London: Stevens & Haynes, 1874.

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